

GENERAL SALES CONDITIONS

These general conditions will be applied to all supplies, none excluded, of the products sold by Milani Enrico S.r.l. to third parties, hereinafter referred to as the Customer.

Any possible waivers or modifications to these General Supply Conditions should be agreed in writing and will only be applied to the single supply that they refer to.

Any other contractual conditions that are submitted, attached, referred to, added or modified by the Customer will no longer be valid unless accepted by Milani Enrico S.r.l. specifically and in writing.

These general conditions refer to products where this name refers to all of the articles currently offered or offered in the future by Milani Enrico S.r.l. and as further described in their catalogues, drawings, technical details, leaflets, websites or web pages.

Milani Enrico S.r.l. reserves the free right at any time to make changes, extensions, variations or even cancel production of one or more of its products without any notice or warning whatsoever and without the obligation to provide stocks of the terminated or modified products.

1. Order confirmations.

Each order issued by the Customer and countersigned by Milani Enrico S.r.l. will be considered irrevocable and its execution will be regulated by the present General Supply Conditions that, as recognized or recognizable, should be considered accepted by the Customer and valid according to all legal requirements.

All orders will be subject to acceptance by Milani Enrico S.r.l. through the emission of a specific order confirmation.

No orders should be considered accepted without the relative order confirmation of Milani Enrico S.r.l.

Order confirmations should indicate the codes of the products ordered, the price, the delivery terms, the payment conditions and any other possible information required for better definition of the supply.

Milani Enrico S.r.l. reserves the right to tacit acceptance of orders transmitted by the Customer through relative execution.

2. Prices and payment methods.

The prices applied by Milani Enrico S.r.l. are the ones indicated in the order confirmations or, in the absence of an order confirmation, in its price lists.

The prices applied by Milani Enrico S.r.l. may be subject to variations according to increases in costs of raw materials or fluctuations in exchange rates.

The prices indicated in the price lists of Milani Enrico S.r.l. may be subject to variations, including increases, without the obligation to provide a notice in advance or communication.

The prices indicated by Milani Enrico S.r.l. in its price lists or in its order confirmation, excluding any possible exceptions to be agreed upon exclusively in writing, will be considered net prices, not inclusive of taxes, duties, customs charges, insurance premiums, dispatch costs, transport costs etc.

The invoices should be paid to Milani Enrico S.r.l. at the expiry dates and at the conditions defined therein.

Non payments or partial payments as of the dates defined, will result in the immediate suspension of all further supplies, even the ones previously confirmed.

In the case of a delay or absence of payment, Milani Enrico S.r.l. will have the right to keep the products and any deposits possibly received, reserving the right to demand payment of the balance as well as interest on late payments, in accordance with the Legislative Decree n. 231/02 and subsequent modifications and integrations.

3. Delivery terms and transport.

Transport costs and charges will always be borne by the Customer, as each delivery should be considered on an ex works basis, Milani Enrico S.r.l.

All despatch, transport, customs, insurance costs etc will be considered borne exclusively by the Customer, as well as all taxes, commissions etc to be paid in Italy or abroad and related to the export of products, will be considered borne exclusively by the Customer.

Milani Enrico S.r.l. will be exclusively in charge of packaging its products and making them available for loading in its own factories or warehouses.

Even when the products leave the factories or warehouses of Milani Enrico S.r.l. with transport organised by its own organization or by carriers or dispatch companies or courier companies chosen by Milani Enrico S.r.l. itself, such goods will always travel at the exclusive risk and peril of the Customer and costs will be borne by the Customer.

Even when deliveries are specifically agreed to the premises of the Customer, the products will always travel at the risk and peril of the Customer and Milani Enrico S.r.l., in this case, will not undertake any responsibility for delays in deliveries, damages or losses.

Milani Enrico S.r.l. will not be held responsible, in any way, for delays or damages to the products during their dispatch or transportation.

In the absence of specific agreements, to be defined exclusively in writing, the delivery terms will always be considered ex factory Milani Enrico S.r.l.

The delivery terms indicated in the order confirmations should always be considered approximate and not binding and will be considered extended, purely as an example, in the event of strikes, absence or lack of raw materials, breakage of moulds or any other problems connected to the production activities of Milani Enrico S.r.l.

Any possible delays will not result in the possibility to request direct or indirect damages or compensation or debits of any other kind or for any reason whatsoever.

4. Control of goods.

Upon receipt of the supply, the Customer should check that the goods correspond, in terms of weight, number, quality, quantity and type with the goods ordered and with the description provided in the relative transport document.

The Customer should inform Milani Enrico S.r.l. in writing of the existence of any possible defect, fault or non compliance, to be communicated no later than eight days from receipt of the supply itself.

Milani Enrico S.r.l. declares that the products sold are manufactured and certified according to the UNI EN ISO 9001 norm, with a quality guarantee of 200 P.P.M, therefore guaranteeing to Milani Enrico S.r.l. the presence of vices or non compliances of its products of no more than two hundred parts per million.

In the case of requests for suppliers with higher quality guarantees compared with the level insured of P.P.M. 200, such requests should be specifically highlighted in the relative orders sent by the Customer and quality requests will be guaranteed by Milani Enrico S.r.l. when specifically accepted in writing in the relative order confirmations.

As far as supplies are concerned, Milani Enrico S.r.l. uses sampling plans according to characteristics and variables, as indicated in the norm ISO 2859, inspection level II – ordinary.

The products of Milani Enrico S.r.l. are manufactured in accordance with applicable safety norms and in accordance with the quality norms UNI EN ISO 9001:2008.

The methods of execution and the materials used by Milani Enrico S.r.l. for the manufacturing of its products correspond and comply with the indications provided by the laws and regulations applicable in Italy and in the European Union.

In the case of controversies related to the construction or working characteristics not specifically considered in the order confirmation, reference will be made to the technical features and/or drawings and/or samples and/or relative authorisations granted by the Customer upon homologation and/or delivery of the products.

The supplies of products that may not satisfy the criteria of tolerance as covered by the guarantees and norms mentioned above or that do not satisfy the characteristics specifically requested by the Customer and confirmed in writing by Milani Enrico S.r.l., subject to a detailed written complaint of the reasons for the return, may be sent back to Milani Enrico S.r.l. only following written authorisation.

6. Guarantee.

Milani Enrico S.r.l. guarantees its products according to regulations applicable in Italy and in the European Union and with the quality indicated above of P.P.M. 200.

As far as functional compliances or technical characteristics of the products are concerned, specific reference is made to the indications provided in the drawings, in the technical documentation and in the specifications of Milani Enrico S.r.l.

Every guarantee will only be valid for the products recognised as faulty and sold on an ex factory Milani Enrico S.r.l. basis, within the sole period of validity of the guarantee as indicated by law.

In this case the guarantee granted by Milani Enrico S.r.l. will consist in free replacement, ex factory, of the products returned and recognised as faulty or, alternatively, reimbursement of the price paid.

Milani Enrico S.r.l. will be responsible, with regards to the Customer, for damages caused by vices or differences of its products exclusively within the limit of the price paid by the Customer and exclusively for its products recognised as faulty or non compliant.

Any further, direct or indirect, request for damages is specifically excluded.

Refund of any costs borne by the Customer due to faults or non compliances of the products is excluded (such as, for example, costs related to sales assistance, replacement or selection of products, restraint action or recall campaigns, replacements or substitutions) unless previously and specifically authorised in writing by Milani Enrico S.r.l.

All guarantees are excluded in the case of incorrect or unusual use of the products, absence of maintenance or incorrect maintenance or, in any case, any circumstance not directly attributable to production faults by Milani Enrico S.r.l.

7. Industrial property.

Milani Enrico S.r.l. guarantees that its products do not violate any industrial property rights of third parties and are free from obligations of any kind.

8. Property reserve.

The Customer who takes on the risks from despatch, transportation or delivery of the goods, will acquire property of the goods sold by Milani Enrico S.r.l. only upon total payment of the price, as property will be reserved to Milani Enrico S.r.l. up until that moment.

9. Website.

Milani Enrico S.r.l. will provide all of its regular customers with a password in order to gain access on-line to a specific web page in which the level of production of each product ordered can be followed.

10. Competent court of law.

In the case of any controversies that may arise, the Court of Law of Lecco will be considered competent.

11. Adjudgment norms.

For any indications not specifically contained in these General Conditions, specific reference will be made to the Italian Civil Code.

For any indications not specifically contained in the General Conditions provided above, in the case of supplies carried out in favour of foreign Customers, in as far as possible, the norms related to the UNO Convention on international sales, will be applied (Vienna Convention of 1980) and, on a subsidiary level, norms related to the Italian Civil Code, while with regards to the meaning of the terms used, specific reference will be made to Italian law and to the Incoterms 2000.